

WAYB(AM)  
BAL-920902ED

Grant of the above-captioned assignment of license application is further subject to the following conditions:

(1) that WAYB(AM) not resume operation from its currently licensed site but at the location specified in the station's STA within 60 days of consummation of the assignment of license; (2) that Hometown Media, Inc., file an application for construction permit on Form 301 identifying the STA site, or a suitable alternative, within 60 days of consummation of the assignment of license; and (3) that 10 days prior to commencing WAYB(AM)'s regular programming operation, Hometown Media, Inc., shall submit a partial proof of performance taken in accordance with the Commission's Rules.

DATE 10/2/92

FROM: Myrtle Hastie

NAME Sen

Jackson

I WOULD LIKE TO KNOW THE DISTANCE IN MILES AND IF OVERLAP EXIST  
BETWEEN THE STATIONS LISTED BELOW:

WZKT (AM)  
Waynesboro, Va  
Freq. 1490 KHZ

WX4U (AM)  
Lynchburg, Va  
Freq. 1320

WTS

Thanks,  
Myrtle

DUE TO PENDANCY OF:

NO OVERLAP

⊕ WZKT, 1490 KHZ  
Waynesboro, VA.  
5 mv/m

⊕ WXYU, 1320 KHZ  
Lynchburg, VA.  
5 mv/m

10-2-92  
JUS

Contours between stations WZKT and WXYU.  
There is no overlap of the 5 mv/m

GARDNER, CARTON & DOUGLAS

1301 K STREET, N.W.

SUITE 900, EAST TOWER

WRITER'S DIRECT DIAL NUMBER

WASHINGTON, D.C. 20005

CHICAGO, ILLINOIS

Catherine M. Withers  
(202) 408-7114

(202) 408-7100

FACSIMILE (202) 289-1504

August 26, 1992

Ms. Donna R. Searcy  
Secretary  
Federal Communications Commission  
1919 M Street, N.W.  
Room 222  
Washington, D.C. 20554

Re: Ownership Report  
Station WZKT  
File No. BTC-920408EC  
Waynesboro, Virginia

Dear Ms. Searcy:

Transmitted herewith on behalf of SlocuMedia, Inc. are an original and one (1) copy of an ownership report reflecting the current ownership of Station WZKT at Waynesboro, VA. This report is being filed pursuant to the consummation of the transfer of control approved by File No. BTC-920408EC.

Should any questions arise with respect to this matter, kindly contact this office.

Sincerely,

*Catherine M. Withers*  
Catherine M. Withers

Enclosure

CERTIFICATION

United States of America  
Federal Communications Commission  
Washington, D. C. 20554

Ownership Report

NOTE: Before filling out this form, read attached instructions

Section 310(d) of the Communications Act of 1934 requires that consent of the Commission must be obtained prior to the assignment or transfer of control of a station license or construction permit. This form may not be used to report or request an assignment of license/permit or transfer of control (except to report an assignment of license/permit or transfer of control made pursuant to prior Commission consent).

I certify that I am President  
(Official title, see instruction 1)  
of SlocuMedia, Inc.  
(Exact legal title or name of respondent)

that I have examined this Report, that to the best of my knowledge and belief all statements in the Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Item 1 or in no event prior to Item 1 date):

[Signature] 8/25 19 92  
(Signature) (Date)

1. All of the information furnished in this Report is accurate as of

August 21, 19 92

(Date must comply with Section 73.3615(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

Telephone No. of respondent (include area code):

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001.

This report is filed pursuant to Instruction (check one)

1(a) ☐ Annual 1(b) ☒ Transfer of Control or Assignment of License 1(c) ☐ Other

for the following stations:

File No. BTC-920408EC

Call Letters	Location	Class of service
WZKT	Waynesboro, VA	AM

Name and Post Office Address of respondent:

SlocuMedia, Inc.  
3602 Melrose Ave.  
Roanoke, VA 24017

4. Name of entity, if other than licensee or permittee, for which report is filed (see instruction 3):

N/A

2. Give the name of any corporation or other entity for whom a separate Report is filed due to its interest in the subject licensee (See instruction 3):

N/A

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules.

None

5. Respondent is:

- ☐ Sole Proprietorship  
☒ For-profit corporation  
☐ Not-for-profit corporation  
☐ General Partnership  
☐ Limited Partnership  
☐ Other: \_\_\_\_\_

If a limited partnership, is certification statement included as in Instruction

☐ Yes ☒ N/A ☐ No

6. List all contracts and other instructions required to be filed by Section 73 3613 of the Commission's Rules and Regulations. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
On file.			

7 Capitalization (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee, shall respond.)

Class of Stock (preferred, common or other)	Voting or Non-voting	Authorized	Number of Shares		Unissued
			Issued and Outstanding	Treasury	
On file.					

Remarks concerning family relationships, attribution exemptions and certifications: (See Instructions 4, 5 and 6)  
Kenneth D. Bowman and Nancy M. Bowman are husband and wife.

3 List officers, directors, cognizable stockholders and partners. Use one column for each individual or entity. Attach additional pages if necessary. See instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table)

- |  |   |
|--|---|
| <p>1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and thereafter, remaining stockholders and partners</p> <p>2. Citizenship.</p> <p>3. Office or directorship held.</p> <p>4. Number of shares or nature of partnership interest.</p> <p>5. Number of votes.</p> | <p>6. Percentage of votes.</p> <p>7. Other existing attributable interests in any other broadcast station, including nature and size of such interest.</p> <p>8. All other ownership interests of 5% or more (whether or not attributable as well as any corporate officership or directorship, in broadcast, cable or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.50 of the Commission's Rules, including the nature and size of such interest and the position held.</p> |
|--|---|

1	(a) Leon P. Harris 5435 Flintlock Lane Roanoke, VA 24014	(b) Kenneth D. Bowman Springhollow Farm Route 1, Box 400 Waynesboro, VA 22980	(c) Nancy M. Bowman Springhollow Farm Route 1, Box 400 Waynesboro, VA 22980
2	USA	USA	USA
3	President/Treasurer	Vice President	Secretary
4	25	12.50	12.50
5	25.51%	12.755%	12.755%
6	25.51%	12.755%	12.755%
7	None	None	None
8	None	None	None

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT  
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examiners, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

3. List officers, directors, cognizable stockholders and partners. Use the format shown on exhibit 1. Attach additional pages if necessary. See instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table)

- |  |  |
|--|--|
| <p>1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and thereafter, remaining stockholders and partners</p> <p>2. Citizenship.</p> <p>3. Office or directorship held.</p> <p>4. Number of shares or nature of partnership interest.</p> <p>5. Number of votes.</p> | <p>6. Percentage of votes.</p> <p>7. Other existing attributable interests in any other broadcast station, including nature and size of such interest.</p> <p>8. All other ownership interests of 5% or more (whether or not attributable as well as any corporate officership or directorship, in broadcast, cable or newspaper entries in the same market or with overlapping signals, the same broadcast service, as described in Sections 73.3555 and 76.50 of the Commission's Rules, including the nature and size of such interest and the position held.</p> |
|--|--|

1	(a)	(b)	(c)
	Earl Judy, Jr. 15 Campbell Street Suite 200 Luray, VA 22835		
2	USA		
3			
4	48 shares		
5	48.98%		
6	48.98%		
7	See Exhibit 1		
8	See Exhibit 1		

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT  
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examinees, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.



EXHIBIT 1

Other Broadcast Interests of Earl Judy, Jr.

Earl Judy, Jr., 48% stockholder of SlocuMedia, Inc., has the following other broadcast interests:

WALI/WROG	-	Cumberland, MD	-	100%
WSKO	-	Buffalo Gap, VA	-	100%
WBRJ/WEYQ	-	Marietta, OH	-	100%
WMQC	-	Morgantown, WV	-	100%
WKOY/WKMY	-	Bluefield-Princeton, WV	-	100%
WSVG/WSIG	-	Mt. Jackson, VA	-	51%
WCRO	-	Johnstown, PA	-	100%

GARDNER, CARTON & DOUGLAS

1301 K STREET, N.W.

SUITE 900 EAST TOWER

WRITER'S DIRECT DIAL NUMBER

WASHINGTON, D.C. 20005

CHICAGO, ILLINOIS

Catherine M. Withers  
(202) 408-7114

(202) 408-7100

FACSIMILE (202) 289-1504

August 26, 1992

Ms. Donna R. Searcy  
Secretary  
Federal Communications Commission  
1919 M Street, N.W.  
Room 222  
Washington, D.C. 20554

Re: Notification of Consummation  
Station WZKT  
File No. BTC-920408EC  
Waynesboro, Virginia

Dear Ms. Searcy:

Transmitted herewith on behalf of SlocuMedia, Inc. are an original and four (4) copies of a notification of consummation, confirming that the transfer of control of Station WZKT at Waynesboro, Virginia, approved pursuant to File No. BTC-920408EC, has been consummated.

Should any questions arise with respect to this matter, kindly contact this office.

Sincerely,

*Catherine M. Withers*


Catherine M. Withers

Enclosure

**Notification of Consummation**

I, Leon P. Harris, President and 25.51% stockholder of SlocuMedia, Inc., hereby notify the Commission of the consummation of the transfer of control of the majority interest in SlocuMedia, Inc., licensee of Station WZKT at Waynesboro, VA, from John G. Leake, Trustee, to Leon P. Harris, Kenneth D. Bowman, and Nancy M. Bowman in accordance with Commission authorization (File No. BTC-920408EC). Consummation occurred on 8/21/92.

8/24/92  
Date

  
Leon P. Harris, President  
SlocuMedia, Inc.

NAME - 15

GARDNER, CARTON & DOUGLAS

1301 K STREET, N.W.

SUITE 900, EAST TOWER

WRITER'S DIRECT DIAL NUMBER

WASHINGTON, D.C. 20005

James K. Edmundson  
(202) 408-7162

(202) 408-7100

FACSIMILE (202) 289-1504

September 2, 1992

CHICAGO, ILLINOIS

AUDIO SERVICES  
DIVISION  
8 3 24 PM '92

R & S Company  
# 12718

Federal Communications Commission  
Mass Media Services  
Post Office Box 358350  
Pittsburgh, Pennsylvania 15251-5350

RE: WZKT(AM)  
Waynesboro, Virginia

Dear Sir or Madame:

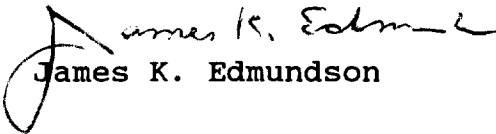
Herewith in triplicate is an application to assign the license of standard broadcast Station WZKT, Waynesboro, Virginia, from SlocuMedia, Inc. to Hometown Media, Inc. Also enclosed is check in the amount of \$565 to cover the required filing fee.

The Commission's attention is directed to the fact that by letter date stamped June 24, 1992 (FCC Ref. 8910-MAG), the Commission granted its consent to the transfer of control of the licensee, SlocuMedia, Inc., from John G. Leake, Trustee, to Leon P. Harris, Kenneth D. Bowman and Nancy M. Bowman (BTC-920408EC, consummated August 21, 1992). Therein (footnote 1), the Commission observed that upon consummation, Mr. Harris and the Bowmans would collectively own 51.02% of the licensee and the remaining 48.98% of the licensee would be controlled by Earl Judy, Jr. By Stock Sale Agreement, Harris and the Bowmans have agreed to acquire the shares of Judy so that upon Commission approval, Harris and the Bowmans would each own 50% of the licensee. A pro forma application seeking the Commission's consent to this transaction will be filed in the immediate future.

The Commission's early attention to this assignment application will be sincerely appreciated. Please direct inquiries concerning this application to M. Scott Johnson (202\408-7122) of this office or to the undersigned.

Sincerely,

Enclosures

  
James K. Edmundson

JKE:vld  
38076-001\36931

**FEE PROCESSING FORM**

FCC

SEP 02 1992

Please read instructions on back of this form before completing it. Section I **MUST** be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

**SECTION I**

APPLICANT NAME (Last, first, middle initial)

Hometown Media, Inc.

MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to Instruction (2) on reverse of form)

Route 2, Box 220

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)

CITY

Forest

STATE OR COUNTRY (if foreign address)

Virginia

ZIP CODE

24551

CALL SIGN OR OTHER FCC IDENTIFIER (if applicable)

WZKT (AM), Waynesboro, VA

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A)

(B)

(C)

FEE TYPE CODE

FEE MULTIPLE  
(if required)

FEE DUE FOR FEE TYPE  
CODE IN COLUMN (A)

FOR FCC USE ONLY

(1)

M P R

\$ 565.00

**SECTION II**

— To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)  
FEE TYPE CODE

(B)  
FEE MULTIPLE  
(if required)

(C)  
FEE DUE FOR FEE TYPE  
CODE IN COLUMN (A)

FOR FCC USE ONLY

(2)

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\$
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(3)

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\$
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(4)

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\$
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(5)

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\$
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ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED  
WITH THIS APPLICATION  
OR FILING

\$ 565.00

FOR FCC USE ONLY

565.00

RECEIVED  
SEP 8 3 58 PM '92  
AMERICAN

## APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE

(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

## Section I

## GENERAL INFORMATION

## Part I — Assignor

## 1. Name of Assignor

SlocuMedia, Inc.

Street Address

City

3602 Melrose Roanoke

State

Zip Code

Telephone No.

VA

24017

(include area code)

(703) 982-8844

## 2. Authorization which is proposed to be assigned

(a) Call letters

Location

WZKT (AM)

Waynesboro, VA

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☐ NO

If yes, attach as Exhibit No. \_\_\_\_\_ the showing required by Section 73.3597.

N/A

## 3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:

## 4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

☒ YES ☐ NO

If No, attach as Exhibit No. \_\_\_\_\_ an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.6. State in Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

## Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. N/A a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation

**SECTION VI**

**Part I — Assignor**

**ASSIGNOR'S CERTIFICATION**

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules? ☒ YES ☐ NO

The **ASSIGNOR** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNOR** represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNOR** has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.


**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 31st day of August, 19 92

SlocuMedia, Inc.

Name of Assignor



Signature

President

Title



FCC Form 314  
WZKT

EXHIBIT 1

## ASSET SALE AGREEMENT

This Agreement, made and entered into this 28<sup>th</sup> day of August, 1992, by and between SlocuMedia, Inc. (hereinafter "Seller") and A Corporation with Phillip C. Showers as a Principal Stockholder (hereinafter "Buyer"),

### W I T N E S S E T H T H A T:

WHEREAS, Seller owns a Broadcast Tower, Associated Equipment and the FCC License of AM Radio Station WZKT; and

WHEREAS, the Corporation is the licensee of AM Radio Station WZKT, Waynesboro, Virginia (the "Station"); and

WHEREAS, Seller is willing to sell Assets to include a Broadcast Tower, Associated Equipment and the License of AM Radio Station WZKT (the "Assets") and Buyer wish to acquire same.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties agree as follows:

### Article I. Sale of Assets

Subject to the terms and conditions hereinafter contained, Seller will sell Assets and Buyer will buy the same.

### Article II. Purchase Price

The Purchase Price for the Assets shall be Fourteen Thousand Dollars (\$14,000.00) (the "Purchase Price").

### Article III. Payment

At the Signing of this Agreement, Buyer will place \$5,000 in an Escrow Account set up by Seller and at the Closing, Buyer shall pay Seller in immediately available funds, the Balance of Purchase Price in the amount of \$9,000.00.

### Article IV. Warranties and Representations of Seller

Seller hereby makes to Buyer the following covenants, representations and warranties:

4.1 He is, and on the Closing Date will be, the lawful owner of the Assets, all of which are fully paid and nonassessable; he has full right and authority to sell and deliver the same in accordance with this Agreement; this Agreement represents a legal obligation by which he is bound; and the delivery of said Assets to

Buyer pursuant to the provisions of this Agreement will transfer valid title thereto, free and clear of all liens, encumbrances and claims whatsoever.

4.2 He will, at the request of Buyer, execute and deliver to Buyer all such further assignments, endorsements and other documents as Buyer may reasonably request in connection with the delivery of the Assets.

4.3 No warranty, representation, certificate or statement contained herein or in any document to be delivered to Buyer by Seller pursuant to this Agreement contains, or shall contain, any untrue statement of material fact or omits, or shall omit, a material fact necessary in order to make the same not misleading.

4.4 Seller will rent to Buyer the Tower Site for up to two years at a monthly rental fee of \$100.

4.5 In the event that the necessary approval is not granted to relocate the station's transmitter to a new tower site, then, if feasible, both parties agree to renegotiate a purchase agreement of the current tower site at fair market value.

#### Article V. Warranties and Representations of Buyer

5.1 Buyer is citizen of the United States and legally qualified to hold a broadcast station license under the Communications Act of 1934, as amended, and the Rules and Regulations of the Commission.

5.2 Buyer has cash, certified check or cashier's check so as to be able to pay the purchase price to Seller in immediately available funds.

#### Article VI. Construction and Survival of Undertakings

6.1 All covenants, representations and warranties, of all parties contained in this Agreement, or in any certificate or document delivered pursuant to the provisions hereof, shall be true and correct as of the time of Closing as if they were made at and as of that time.

6.2 All of the covenants, warranties and representations of both parties shall be deemed and construed to be and shall be continuous and shall survive the Closing hereunder; and neither the acceptance of payments due nor the acceptance of delivery of property hereunder shall constitute a waiver of any covenant, representation or warranty or of any condition herein contained.

6.3 In the event of such breach, failure, non-performance or non-fulfillment which will not materially affect Buyers' operation of Stations, the same shall not be cause for

rescission of this Agreement or for Buyers' refusal to close this transaction, it being understood and agreed that, in such case, Buyers shall be entitled to an equitable reduction in, or credit against, the purchase price, which shall be deducted from the cash amount that Buyer would otherwise pay to Seller at the Closing.

6.4 No waiver or forbearance by either party in any instance shall constitute or be deemed a waiver or forbearance in any other instance.

#### Article VII. Application for FCC Consent

To the extent necessary to comply with FCC rules or policies, Buyer and Seller shall file with the FCC their respective parts of an application or applications requesting FCC consent to the transfer of Assets to Buyer in accordance with the terms and conditions of this Agreement (sometimes herein referred to as the "Transfer Application"). Buyer shall prepare the application and submit same for signature by Seller. They shall pursue such application diligently and in good faith and neither shall do anything to deter or delay such consent. Each party has been independently advised by its own counsel and each shall pay its own counsel fees and its expenses in connection with the preparation and prosecution of said application. All filing fees shall be paid by Buyer who shall be primarily responsible for preparing the application and obtaining FCC approval.

#### Article VIII. Correspondence with FCC

The parties agree to furnish to each other forthwith copies of all correspondence and notices hereafter sent to, or received from, the FCC with respect to this Agreement and transfer of the Assets.

#### Article IX. Closing Date and Place

Unless otherwise agreed by mutual written consent of Buyer and Seller, the Closing Date shall be ten (10) days after the FCC action granting its consent to the transfer herein contemplated provided that no petition to deny or other objection has been filed against the transfer application. If such objection has been filed, the closing shall be ten (10) days after the FCC action granting its consent to the transfer herein contemplated shall have become final (i.e., no longer subject to administrative or judicial stay, recession, appeal, reconsideration or review). The Closing shall take place by mail or at such other location as the parties may mutually agree.

#### Article X. Remedies

The Assets being purchased and sold hereunder are unique and damages for breach of this Agreement would, therefore, be difficult, if not impossible, to ascertain. Accordingly, if either party should default in the consummation of the sale provided for herein, or in any aspect thereof, the non defaulting party shall have the right to sue for specific performance and the defaulting party hereby agrees not to raise as a defense that the sole remedy is for damages or that specific performance is not an appropriate remedy. The non defaulting party may also recover in such action its costs and expenses, including reasonable attorney's fees, in connection with such action. In lieu of specific performance, Buyers at their option, may sue for reimbursement of expenditures incurred in preparation and closing of the transaction herein contemplated, including, but not limited to, any attorneys fees. Conversely, if Buyer should default hereunder or otherwise breach this Agreement, Seller may also elect to receive, as liquidated damages and not as a penalty, the \$5,000.00 held in Escrow, which Seller agrees to accept in full satisfaction and discharge of all damages occasioned by such default or breach. Upon such payment to Seller, this Agreement shall be terminated and become null and void; and no party hereto shall have any claim against any other party hereunder.

#### Article XI. Termination

If either party, having the right to do so, shall desire to terminate this Agreement prior to Closing, that party shall give the other party written notice as provided in Article XV hereof, and, upon the mailing of such notice, this Agreement, and all rights and liabilities created hereby, other than those arising under Article X hereof, shall terminate. The rights and liabilities arising under Article X hereof shall survive.

#### Article XII. Brokerage

Neither Buyer nor Seller have dealt with a broker or "finder" in connection with the instant transaction and each party agrees to indemnify and hold harmless the other party from any claims for brokerage commission or finder's fees arising out of any contract or agreement for such commissions or fees which the indemnifying party may have made or be alleged to have made.

#### Article XIII. Heirs and Assigns of Parties

This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto, their heirs, successors and assigns.

#### Article XIV. Notice to Parties

Any notice or document required or permitted to be sent to any signatory of this Agreement shall be deemed sufficient if sent by prepaid telegram or via the U.S. Mails, postage prepaid, via registered mail, return receipt requested, to the following:

##### For Sellers:

Leon P. Harris  
5435 Flintlock Lane  
Roanoke, VA 24014

##### For Buyer:

Phillip C. Showers  
~~4105 Main Street~~  
Madison Heights, VA 24572 *Rt 2 Box 220 Forest, VA 24551*

#### Article XV. Interpretation

15.1 This Agreement shall be interpreted under and governed by the laws of the State of Virginia, except for any provisions of conflict of law that might invoke or refer to the laws of some other jurisdiction, and except insofar as it may be subject to appropriate Federal statutes dealing with radio stations and the Rules and Regulations of the FCC.

15.2 Nouns and pronouns of any gender shall, in all instances, be construed to include the other genders, singular nouns and pronouns shall be construed to include the plural, and plural nouns and pronouns shall be construed to include the singular.

#### Article XVI. Entire Agreement

This Agreement supersedes any prior agreement of the parties and embodies the entire agreement and understanding between them. There are no other agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, or change of this Agreement shall be valid unless by a like instrument in writing, signed by all parties.

#### Article XVII. Headings

The headings of the paragraphs in this Agreement are for convenience and reference only and do not form a part hereof and in no way modify, interpret, or construe the understandings of the parties hereto.

Article XVIII. Counterparts

This Agreement may be signed upon any number of counterparts or with multiple signature pages, with the same effect as if the signatures to each were upon the same copy of this Agreement or upon the same signature page.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first hereinabove set forth.

SELLER

  
\_\_\_\_\_  
Leon P. Harris

BUYER

  
\_\_\_\_\_  
Phillip O. Showers

EXHIBIT 2

Other Broadcast Interests

Except as noted below, the officers, directors and stockholders of SlocuMedia, Inc., have no other broadcast interests or connections. The broadcast interests of Earl Judy, Jr., are reported in the annexed Ownership Report, filed August 26, 1992.



**Section I****GENERAL INFORMATION****Part II — Assignee**

1. Name of Assignee Hometown Media, Inc.

Street Address (or other identification)

City

R o u t e , 2 , B o x , 2 2 0 F o r e s t

State

Zip Code

Telephone No.

(Include area code)

V A

2 4 5 5 1

(804) 525-1961

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. \_\_\_\_\_

**Section II****ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Assignee is:

☐ an individual

☐ a general partnership

☐ a limited partnership

☒ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. \_\_\_\_\_ the nature of the applicant.

**CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS**

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ ☐

(b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ ☒

If Yes, provide particulars as Exhibit No. \_\_\_\_\_